

**STEVENS & LEE**  
LAWYERS & CONSULTANTS

485 Madison Avenue  
20th Floor  
New York, NY 10022  
(212) 319-8500 Fax (212) 319-8505  
www.stevenslee.com

Direct Dial: (212) 537-0404  
Email: cs@stevenslee.com  
Direct Fax: (610) 371-1220

October 12, 2005

**BY FEDERAL EXPRESS**

John Wm. Butler, Jr., Esq.  
John K. Lyons, Esq.  
Ron E. Meisler, Esq.  
Skadden, Arps, Slate, Meagher & Flom LLP  
333 West Wacker Drive, Suite 2100  
Chicago, Illinois 60606

Kayalyn A. Marafioti, Esq.  
Thomas J. Matz, Esq.  
Skadden, Arps, Slate, Meagher & Flom LLP  
Four Times Square  
New York, New York 10036

Delphi Corporation  
5725 Delphi Drive  
Troy, MI 48098

Delphi Delco Electronics Systems  
One Corporate Center  
Attn: Man. Recpts Proc MS-9A241  
P.O. Box 9005  
Kokomo, Indiana 46904-9005

Delphi Delco Electronics Systems  
601 Joaquin Cavazos Road  
Los Indios, Texas 78567

Delphi Electronics & Safety  
P.O. Box 9005  
Kokomo, Indiana 46904-9005

Delphi-D Deltronics PLT  
601 Joaquin Cavazos Road  
Los Indios, Texas 78567

Delphi E&S  
One Corporate Center MS: CTLLM  
Kokomo, Indiana 46902  
Attn: Greg Drake

Re: **In re Delphi Corporation, et al. Case No. 05-44481**  
**Reclamation Notice of VJ Technologies, Inc. and V.J. ElectroniX, Inc.**

Dear Counsel:

We are counsel to VJ Technologies, Inc. and V.J. ElectroniX, Inc. (together, "VJT"), and have been authorized to send this reclamation notice (the "Reclamation Notice") on behalf of

Philadelphia • Reading • Valley Forge • Lehigh Valley • Harrisburg • Lancaster  
Scranton • Wilkes-Barre • Princeton • Cherry Hill • New York • Wilmington

A PROFESSIONAL CORPORATION

**STEVENS & LEE**  
LAWYERS & CONSULTANTS

John Wm. Butler, Jr., Esq.  
Kayalyn A. Marafioti, Esq.  
October 12, 2005  
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VJT. Pursuant to Section 2-702 of the Uniform Commercial Code and 11 U.S.C. §546(c), VJT hereby demands reclamation of the following good: Summit 1100HR Rework System S/N 1871, Model Number S1100HR-1871, shipped to Delphi-D Deltronicos PLT, 601 Joaquin Cavazos Road, Los Indios, Texas 78567. This good was sold by VJT to, and received by, Delphi Corporation, Delphi Delco Electronics Systems, Delphi Electronics & Safety, Delphi-D Deltronicos PLT, and Delphi E&S on October 2, 2005, as specified in the proof of delivery attached hereto. The amount due and owing VJT from the Debtors on the sale of the good is \$60,000.00, plus applicable interest and costs.

VJT further reserves the right to amend and supplement this Reclamation Notice (including filing additional evidence in support of this Reclamation Notice) or to file additional reclamation notices or claims; including without limitation, all other claims at law or in equity. VJT also reserves all rights accruing to it, and the filing of this Reclamation Notice is not intended to be and shall not be construed as: (1) an election of remedy; (2) a waiver of any past present or future defaults or events of default; or (3) a waiver or limitation of any rights of VJT.

Please telephone me if you have any questions regarding the above.

Very truly yours,

STEVENS & LEE

A handwritten signature in black ink, appearing to be 'CS' followed by a stylized flourish, likely representing Chester B. Salomon.

Chester B. Salomon

CS:cp  
Encl.

cc: Vijay Alreja, VJ Technologies Inc.

FROM : GUYER NORTH AMERICAN

PHONE NO. : 765 457 4552

Oct. 11 2005 01:41PM P1

10-11-05 Attn: Satya Korlipara  
Fax: 631-589-8992

2 pgs

Proof of Delivery for load to Delphi @  
Los Indios, TX

ALTERNATE STRAIGHT BILL OF LADING - SHORT FORM

Shipping Order Copy

NATE GUYER the DRIVER

Shipper No. \_\_\_\_\_  
Carrier No. \_\_\_\_\_  
Date \_\_\_\_\_

TO: Consignee Delphi-D Delphinaicos  
Street 1001 Laguna Calzados Road  
Destination Los Indios TX Zip Code 78567  
Origin Shulby MA Zip Code 01464  
FROM: Shipper U Electric  
Street 1000 Mt Laurel Circle  
MA Zip Code 01464  
Vehicle No. \_\_\_\_\_

Kind of Packaging: Description of Articles  
Special Marks and Exceptions

Weight  
(Subject to  
Tare)

RATE

CHARGES

1 SHULBY KANAK SYSTEM S/N 1871

1000 lbs  
77X56X76

REMIT  
C.O.D. TO:  
ADDRESS

COO

Amount: \$

C.O.D. FEE  
REPAID  
COLLECT \$

TOTAL  
CHARGES: \$

Hereby, I, the shipper, do hereby certify that the above described goods are the property of the shipper and are being transported under the terms and conditions of the bill of lading. The goods are being transported under the terms and conditions of the bill of lading. The goods are being transported under the terms and conditions of the bill of lading.

Subject to Section 7 of the bill of lading, the shipper warrants that the goods are the property of the shipper and are being transported under the terms and conditions of the bill of lading. The goods are being transported under the terms and conditions of the bill of lading. The goods are being transported under the terms and conditions of the bill of lading.

Freight prepaid ☐ Collect ☐

SHIPPER: KANAK SYSTEM

CARRIER: GUYER

DATE: 10-11-05

10-11-05

2

NOTE: (2) Liability Limitation of or loss or damage on this shipment may be applicable. See 40 U.S.C 14708(a)(1)(A) and (3) NOTE (3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packages so to endure safe transportation with ordinary care. See Sec 2(a) or NMFC Item 300

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**V.J. ElectroniX, Inc.**

89 Carlough Rd, Bohemia, NY 11716-2903  
 Tel: (631)589-8800 Fax: (631)589-8992

Invoice: INV3219

Supplier Code: 1011283

Job #: ORD000879

Date: 9/22/2005

Page: 1

**Bill To:**

Delphi Delco Electronics Systems  
 One Corporate Center  
 P.O. Box 9005  
 Man. Recpts Proc MS-9A241  
 Kokomo IN 46904-9005

**Ship To:**

Delphi Delco Electronics Systems  
 601 Joaquin Cavazos Road  
 Los Indios TX 78567

Tel: (765) 451-2104 Ext. 0000

Fax: (000) 000-0000 Ext. 0000

**Reference:**

Tel: (000) 000-0000 Ext. 0

Fax: (000) 000-0000 Ext. 0

**Purchase  
Order**

**Sales**  
**Customer ID** **Person**

**Shipping**  
**Method**

**Payment**  
**Terms** **Air Bill#**

450117778

DEL.CORP

2ND, 2ND MONTH

Qty	Model Number	Serial #	Description	Unit Price	Total Price
1	S1100HR-1871		SUMMIT 1100HR REWORK SYSTEM S/N 1871	\$60,000.00	\$60,000.00
1	FRT/INS		Frt/Ins: Collect via "Guyer the Mover"	\$0.00	\$0.00
1	ORIGIN		Arrangements made by Delphi Country of Origin: USA	\$0.00	\$0.00

Subtotal	\$60,000.00
Misc	\$0.00
Freight	\$0.00
Discount	\$0.00
<b>Total</b>	<b>\$60,000.00</b>

**V.J. ElectroniX, Inc.**

89 Carlough Road  
Bohemia, NY 11716  
Tel: (631)589-8800  
Fax: (631)589-8992

**Bill To:**

Delphi Delco Electronics Systems  
One Corporate Center  
P.O. Box 9005  
Man. Recpts Proc MS-9A241  
Kokomo IN 46904-9005

(765) 451-2104 Ext. 0000  
(000) 000-0000 Ext. 0000

**Date:** 9/22/2005  
**Page:** 1  
**Supplier Code:** 1011283  
**Job#:** ORD000879  
**AWB #:**

**Ship To:**

Delphi Delco Electronics Systems  
601 Joaquin Cavazos Road  
Los Indios TX 78567

(000) 000-0000 Ext. 0000

(000) 000-0000 Ext. 0000

**Reference:**

Purchase Order	Customer ID	Salesperson ID	Shipping Method	Payment Terms
450117778	DEL.CORP			2ND, 2ND MONTH

Ordered	Model Number	Serial #	Description
1	S1100HR-1871		SUMMIT 1100HR REWORK SYSTEM S/N 1871
1	FRT/INS		Frt/Ins: Collect via "Guyer the Mover"
1	ORIGIN		Arrangements made by Delphi Country of Origin: USA

# DELPHI

Delphi Electronics and Safety  
Page 1 of 7

**Buyer:**  
DELPHI  
ELECTRONICS & SAFETY  
P.O. Box 9005  
KOKOMO IN 46904-9005

**Deliver to:**  
DELPHI-D DELTRONICS PLT  
601 JOAQUIN CAVAZOS ROAD  
LOS INDIOS TX 78567

VI TECHNOLOGIES INC  
89 CARLOUGH RD  
BOHEMIA NY 11716

**Purchase Order**  
PO Number 450117778 Date Issued 09-Aug-2005  
Version 10-Aug-2005 03:20:07 EST

Delivery date: 23-SEP-2005

Vendor No: 1011283  
DUNS No: 185658432

**Payment Terms:** ZMN2 **Currency:** USD

Payment settled on 2nd, 2nd Month

**Incoterms:** FOB-Freight Collect

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant Requester
00010	PR10186980 00010 BASE REWORK SYSTEM SUMMIT 1100HR BASE REWORK SYSTEM KURT GILBERTSON 765-451-0982 PR 125344 6P 006095 GH Warranty: one year parts and labor	1.000	DAHQ DELPHI D HEADQUARTERS GILBERTSON K
Delivery Date	Scheduled Quantity	Price	Price Unit UOM Value
23-SEP-2005	1.000	60,000.00	1 EA 60,000.00
<b>Net Line Item Value</b>			USD 60,000.00
<b>Total net value</b>			USD 60,000.00

**Notes:**

Purchasing Contact: Drake, Greg  
Phone: 765-451-2019  
Fax: 765-451-5750

Contact Address:  
Delphi E & S  
One Corporate Center MS:CTLLM  
KOKOMO IN 46902

Date and Time Printed 10-Aug-2005 03:20:07 EST

# DELPHI

Delphi Electronics and Safety

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VJ TECHNOLOGIES INC  
89 CARLOUGH RD  
BOHEMIA NY 11716

## Purchase Order

PO Number	Date Issued
450117778	09-Aug-2005
Version	
10-Aug-2005 02:23:07 EST	

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant
Description			Requester

### Notes Continued:

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

\* PAYMENT ISSUES AND QUESTIONS REGARDING SHIPPED \*  
\* MATERIAL SHOULD BE DIRECTED TO \*  
\* DISBURSEMENT SERVICES AT (248)874-4636. (A2) \*

DO NOT INVOICE FOR SHIPPED MATERIAL. DELPHI E&S IS  
PAY ON RECEIPT AND INVOICES ARE NOT REQUIRED.

INVOICES ARE REQUIRED AND MUST BE SUBMITTED FOR  
SERVICES AND ITEMS WHICH ARE NOT SHIPPED

PLEASE SUBMIT THESE TO  
DELPHI DELCO ELECTRONICS CORP  
ATTN: MANUAL RECEIPTS PROCESSING MS-9A241  
P.O. BOX 9005  
KOKOMO, IN 46904-9005

\*\*\*CALIFORNIA SHIPMENTS\*\*\* - DELPHI-E&S DOES NOT  
HAVE A DIRECT PAYMENT PERMIT IN CALIFORNIA  
DELCO ELECTRONICS CORP DOES HAVE DIRECT PAY  
PERMITS IN INDIANA,  
MICHIGAN, TEXAS AND WISCONSIN

YOU MUST PLACE THE FOLLOWING ON YOUR PACKING SLIP:  
- PURCHASE ORDER (ONLY ONE PURCHASE ORDER NUMBER  
PER PACKING SLIP)  
- DELPHI-E&S ITEM IDENTIFICATION NUMBER (ID) FROM  
PURCHASE ORDER FOR EACH DELIVERED ITEM  
- LIST DELPHI-E&S DESCRIPTION PER PURCHASE ORDER FOR  
EACH LINE ITEM DELIVERED FOLLOWED BY YOUR  
DESCRIPTION IF DESIRED  
- EQUIPMENT SERIAL NUMBER(S)



**DELPHI**

Delphi Electronics and Safety

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V1 TECHNOLOGIES INC  
89 CARLOUGH RD  
BOHEMIA NY 11716

**Purchase Order**

PO Number	Date Issued
450117778	09-Aug-2005
Version	
10-Aug-2005 02:20:07 EST	

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant Requester
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**Notes Continued:**

ADDITIONAL PACKING SLIP INFORMATION  
- EACH BOX/CRATE MUST CONTAIN A COMPLETE PACKING SLIP FOR THE ENTIRE DELIVERY  
- HIGHLIGHT ON THE PACKING SLIP THE APPLICABLE PURCHASE ORDER ITEM IDENTIFICATION NUMBER FOR EACH ITEM LOCATED IN THE BOX/CRATE  
- PACKING SLIP MUST BE ENCLOSED IN A CLEAR PLASTIC ENVELOPE AND AFFIXED TO THE OUTSIDE (WITH A COPY INSIDE) OF EACH BOX/CRATE

ROUTING REFER TO ROUTING LETTER DATED 02/13/03 FOR INSTRUCTIONS CALL DELPHI E&S TRANSPORTATION AT (765)451-4078 OR 4079 FOR ADDITIONAL INFORMATION FREIGHT TERMS ARE "FOB ORIGIN,FREIGHT COLLECT". BUYER WILL ONLY PAY FREIGHT CHARGES IF THE SELLER USES THE BUYER SELECTED CARRIER AND SHIPS COLLECT THE SELLER AGREES TO PAY ALL FREIGHT INVOICES WHEN SELLER DEVIATES FROM BUYER SPECIFIED CARRIER WITHOUT PRIOR APPROVAL FROM DELPHI E&S TRANSPORTATION

Delphi requires 100% on time delivery performance from suppliers. If you anticipate problems in delivering materials and/or completing services by the date specified on the Buyer's purchase order, the Delphi Buyer should be notified immediately.

CHANGES IN SPECIFICATIONS AFFECTING PRICE AND/OR LEADTIME, WHETHER INITIATED BY SUPPLIER OR DELPHI DELCO ELECTRONICS CORP MUST NOT BE MADE WITHOUT PRIOR APPROVAL BY DELPHI PURCHASING VIA A PURCHASE ORDER AMENDMENT. ANY CHANGES IN DELIVERY DATE FOR ANY REASON WHATSOEVER WILL BE REPORTED PROMPTLY IN WRITING TO THE BUYER WITH DETAILED EXPLANATION.

IN ADDITION TO THE REQUIREMENTS SPECIFIED, THE EQUIPMENT MUST COMPLY WITH DELPHI DELCO ELECTRONICS CORP'S EQUIPMENT APPROVALS PROCEDURE AND ONE OF THE FOLLOWING STANDARDS ASSIGNED BY THE DELPHI E&S EQUIPMENT APPROVALS OFFICE: A) STANDARD INDUSTRIAL EQUIPMENT SPECIFICATIONS OR, B) CUSTOM INDUSTRIAL EQUIPMENT SPECIFICATION

# DELPHI

Delphi Electronics and Safety

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VJ TECHNOLOGIES INC  
89 CARLOUGH RD  
BOHEMIA NY 11716

## Purchase Order

PO Number	Date Issued
450117778	09-Aug-2005
Version	
10-Aug-2005 02:20:07 EST	

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant
Description			Requester

### Notes Continued:

\*\*\*\*\*  
IF THIS SHIPMENT REQUIRES AN AIR-RIDE OR PADDED VAN  
TO INSURE ITS SAFETY, ROUTE VIA NORTH AMERICAN VAN  
LINES. ARRANGE ALL DETAILS THROUGH GUYER THE MOVER  
(765) 457-6197 OR 800-787-8268.  
\*\*\*\*\*

#### Calibration Service Requirements

1. QS9000 registration requires Delphi to use inspection / test laboratory suppliers that have ISO/IEC Guide 25 (or ISO/IEC 17025) accreditation. The OEM may be used whenever an accredited source cannot be found.
2. Calibration Services on Delphi equipment shall be performed to original manufacturer's specification. If such specification is not available, equivalent reference standards (e.g. BS, ISO, JIS, and DIN) shall be used.
3. All test/measurement instruments used to calibrate Delphi equipment shall be traceable to National/International Standards (e.g. NIST, NML, NPT, ETL, and NRC).
4. If calibration standard is found to be out of tolerance, upon re-calibration of the standard, the supplier shall determine validity of previous measurements made on Delphi equipment and shall provide for immediate re-calibration of all affected equipment when necessary.
5. The supplier shall provide calibration report for every piece of equipment calibrated. The report shall include the following:

- A) Type of Equipment
- B) Identification number of equipment
- C) Identification number of calibration standard
- D) Traceability information of calibration standard
- E) Check method of calibration activity (e.g. reference manual description of equipment or equivalent)
- F) Calibration results stating:
  - F1 Test Items
  - F2 Measured values as received
  - F3 Measured values after adjustment (if adjustment were made)
  - F4 Acceptance Criteria
- G) Statement of conformance to specification after

#### calibrations

- H) Name of person responsible for the calibration
  - I) Date of the calibration
6. Calibration sticker shall be affixed on all Delphi's equipment that is calibrated. The information shall contain the date of calibration, identification number of equipment or calibration reference number.
  7. Any variation from the above requirements for approval to repair equipment, which cannot be calibrated, must have written approval from the buyer.

\*\*\*\*\*  
A PROPERLY COMPLETED CERTIFICATE OF ORIGIN,  
NAFTA CERTIFICATE WHERE APPLICABLE (CUSTOMS FORM 434)  
AND A MANUFACTURERS AFFIDAVIT STATING THE COUNTRY OF

# DELPHI

Delphi Electronics and Safety

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VJ TECHNOLOGIES INC  
89 CARLOUGH RD  
BOHEMIA NY 11716

## Purchase Order

PO Number

450117778

Version

10 Aug-2005 02:20:07 EST

Date Issued

09-Aug-2005

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant	Requester
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### Notes Continued:

ORIGIN BE INCLUDED WITH THE SHIPPING DOCUMENTS FOR THE MATERIAL ON THIS PURCHASE ORDER (NT)

### WARRANTY AND SPARE PARTS INSTRUCTIONS

PRIOR TO THE SHIPPING OF EQUIPMENT TO DELPHI DELCO ELECTRONICS SYSTEMS YOU MUST "ELECTRONICALLY" PROVIDE THE FOLLOWING INFORMATION FOR EACH PIECE OF EQUIPMENT TO THE INDIVIDUALS LISTED:

-PURCHASE ORDER NUMBER

-EQUIPMENT DESCRIPTION (S) & MODEL NUMBER (S)

IF APPLICABLE

-EQUIPMENT SERIAL NUMBER (S)

-LIST OF RECOMMENDED SPARE PARTS INCLUDING

SPARE PARTS DESCRIPTIONS, OEM SPARE PART NUMBERS

OEM SPARE PART NUMBERS, SPARE PART PRICES, AND

SPARE PART PRICING EXPIRATION DATE

-DESIGNATE WHICH PARTS ARE CONSIDERED "CONSUMABLE" VERSUS THOSE COVERED UNDER WARRANTY

-EQUIPMENT WARRANTY PERIOD

-EQUIPMENT WARRANTY START DATE

ELECTRONICALLY TRANSMIT THIS INFORMATION TO THE FOLLOWING INDIVIDUALS:

THOMAS D RIGLE@DELPHI.COM

MIKE.SALYERS@SLTECHUSA.COM

REQUESTOR (WHO ORDERED), AS IDENTIFIED ON THE PURCHASE ORDER.

FAILURE TO PROVIDE THIS INFORMATION AT TIME OF SHIPMENT MAY NEGATIVELY IMPACT PAYMENT PROCESSING.

\*\*\*\*\* THE ULTIMATE DESTINATION OF THE MATERIAL ON THIS PURCHASE ORDER IS MEXICO \*\*\*\*\*

### IMPORTANT NOTICE TO SUPPLIERS

PLEASE COMPLY STRICTLY WITH DELPHI'S ENVIRONMENTAL REQUIREMENTS AS STATED IN THE ENVIRONMENTAL REQUIREMENTS FOR CONTRACTORS / SUPPLIERS / VENDORS. A COPY OF THE ENVIRONMENTAL REQUIREMENTS IS AVAILABLE UPON WRITTEN REQUEST TO THE BUYER.

Delphi requires 100% on time delivery performance from suppliers. If you anticipate problems in delivering materials and/or completing services by the date specified on the Buyer's purchase order, the Delphi Buyer should be notified immediately.

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous

**DELPHI**

Delphi Electronics and Safety  
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VI TECHNOLOGIES INC  
89 CARLOUGH RD  
BOHEMIA NY 11716

**Purchase Order**

PO Number	Date Issued
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10-Aug-2005 02:20:07 EST	

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant
Description			Requester

**Notes Continued:**

materials, as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

\*\*\*\*\*  
Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.  
\*\*\*\*\*

Supplier agrees to make deliveries according to the agreed upon delivery date(s), and to pay to Buyer liquidated damages amounting to 100% of the contract price per week, for each week (or part thereof) of any delay. Additional charges incurred by the supplier to achieve agreed upon delivery date are the supplier's responsibility and will not be reimbursed by Delphi.  
\*\*\*\*\*

\*\*\*\*\*  
**CERTIFICATE OF INSURANCE GENERAL**

CONTRACTOR SHALL OBTAIN AND MAINTAIN CONSISTENT WITH THE PROVISIONS OF THIS CONTRACT, AT ITS SOLE EXPENSE, THE FOLLOWING TYPES OF INSURANCE COVERAGE, TO REMAIN IN FORCE DURING THE TERM OF THIS CONTRACT, WITH MINIMUM LIMITS AS SET FORTH BELOW:

1. COMMERCIAL GENERAL LIABILITY COVERING LIABILITY ARISING FROM PREMISES, OPERATIONS, INDEPENDENT CONTRACTORS, PRODUCTS - COMPLETED OPERATIONS, PERSONAL AND ADVERTISING INJURY AND BLANKET CONTRACTUAL LIABILITY - US \$5,000,000 EACH OCCURRENCE
2. BUSINESS AUTOMOBILE LIABILITY COVERING ALL OWNED, HIRED AND NON OWNED VEHICLES - US \$5,000,000 EACH OCCURRENCE, INCLUDING ALL APPLICABLE STATUTORY COVERAGES
3. WORKERS COMPENSATION - STATUTORY LIMITS FOR ALL STATES OF OPERATION
4. EMPLOYERS LIABILITY - US \$1,000,000 EACH EMPLOYEE FOR BODILY INJURY BY ACCIDENT AND US \$1,000,000 EACH EMPLOYEE FOR BODILY INJURY BY DISEASE
5. PROFESSIONAL/ERRORS AND OMISSIONS LIABILITY INSURANCE APPROPRIATE TO THE CONTRACTOR'S PROFESSION. COVERAGE SHOULD ALSO BE FOR A PROFESSIONAL ERROR, ACT OR OMISSION ARISING OUT OF THE SCOPE OF SERVICES SHOWN IN THIS CONTRACT - US \$1,000,000 PER OCCURRENCE (ONLY IF PERFORMING CONSULTING ALONG WITH ACTUAL SITE WORK, IF NO CONSULTING, THIS PROVISION CAN BE DELETED)

# DELPHI

Delphi Electronics and Safety  
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VJ TECHNOLOGIES INC  
89 CARLOUGH RD  
BOHEMIA NY 11716

## Purchase Order

PO Number	Date Issued
450117778	09-Aug-2005
Version	
10-Aug-2005 02:20:07 EST	

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant
Description			Requester

### Notes Continued:

ALL POLICIES OF INSURANCE PROCURED BY CONTRACTOR HEREIN SHALL BE WRITTEN AS PRIMARY POLICIES, NOT CONTRIBUTING WITH OR IN EXCESS OF COVERAGE THAT DELPHI MAY CARRY. IF CONTRACTOR'S LIABILITY POLICIES DO NOT CONTAIN THE STANDARD SEPARATION OF INSURED'S PROVISION, OR A SUBSTANTIALLY SIMILAR CLAUSE, THEY SHALL BE ENDORSED TO PROVIDE CROSS-LIABILITY COVERAGE. CONTRACTOR SHALL AGREE TO WAIVE THEIR INSURER'S RIGHT SUBROGATION UNDER ITS POLICIES. DELPHI SHALL BE AN ADDITIONAL INSURED UNDER CONTRACTOR'S INSURANCE POLICY (EXCEPT WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY), AND AT DELPHI'S REQUEST, CONTRACTOR SHALL PROVIDE DELPHI WITH A CERTIFICATE OF INSURANCE EVIDENCING COMPLIANCE WITH THE LIMITS, INSURANCE REQUIREMENTS AND WAIVER OF SUBROGATION SET FORTH ABOVE. SUCH CERTIFICATE SHALL BE IN A FORM ACCEPTABLE TO, AND UNDERWRITTEN BY AN INSURANCE COMPANY REASONABLY SATISFACTORY TO DELPHI AND WITH AN A.M.BEST COMPANY RATING OF A- OR ABOVE. BY REQUIRING INSURANCE HEREIN, DELPHI DOES NOT REPRESENT THAT COVERAGE AND LIMITS WILL NECESSARILY BE ADEQUATE TO PROTECT CONTRACTOR. THE PURCHASE OF APPROPRIATE INSURANCE COVERAGE BY CONTRACTOR OR THE FURNISHING OF A CERTIFICATE OF INSURANCE SHALL NOT RELEASE CONTRACTOR FROM ITS RESPECTIVE OBLIGATIONS OR LIABILITIES UNDER THE AGREEMENT.

MAIL ABOVE TO THE BUYER OF RECORD NOTED AT THE BOTTOM OF OF THE PURCHASING DOCUMENT.  
(FAX, PHONE AND ADDRESS BE PROVIDED)

CONTRACTORS ARE ADVISED THAT THEIR EMPLOYEES MAY HAVE THE POTENTIAL OF EXPOSURE TO WORKPLACE CHEMICALS. CONCERNS REGARDING THIS MATTER CAN BE DIRECTED TO DELPHI CORP ENGINEERING DEPT. CONTACT YOUR BUYER OF RECORD FOR A LOCAL CONTACT NUMBER.